

RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 98- 17

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH,
FLORIDA APPROVING THE ATTACHED LEASE OF PROPERTY
8LL4; AUTHORIZING THE MAYOR TO SIGN THE ASSIGNMENT OF
LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council, acting as the historic preservation board of the Town of Fort Myers Beach has on July 1, 1996, designated 8LL4 as being a historic resource deemed to have architectural significance and deemed to have archaeological significance; and,

WHEREAS, the owner of the property has indicated a willingness to lease the property to the Town; and,

WHEREAS, it is to the public's best interest that the property be controlled by the Town for public use.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE
TOWN OF FORT MYERS BEACH that:

Section one. The Council of the Town of Fort Myers Beach accepts and approves the attached lease.

Section two. The Mayor is authorized and directed to sign the attached Assignment Agreement and Assignment of Contract and Lease.

Section three. This resolution shall become effective immediately upon adoption.


The foregoing resolution was adopted by the Fort Myers Beach Town Council and upon being put to a vote, the result was as follows:

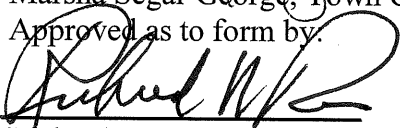
| | |
|-------------------|------------|
| Anita T. Cereceda | <u>aye</u> |
| Daniel Hughes | <u>aye</u> |
| John Mulholland | <u>aye</u> |
| Garr Reynolds | <u>aye</u> |
| Ray Murphy | <u>aye</u> |

DULY ADOPTED this 29th day of June, 1998.

ATTEST:

TOWN OF FORT MYERS BEACH

By: 
Marsha Segal-George, Town Clerk
Approved as to form by:


Richard V.S. Roosa, Town Attorney

By: 
Anita T. Cereceda, Mayor

ASSIGNMENT AGREEMENT

THIS AGREEMENT is entered into between the TOWN OF FORT MYERS BEACH, a political subdivision of the State of Florida (hereinafter called the "TOWN"), and THE TRUST FOR PUBLIC LAND, a California not for profit corporation (hereinafter called "TPL").

WHEREAS, TPL has entered into a Contract for Sale and Purchase (the "Contract") of property located at 289 Connecticut Avenue, Fort Myers Beach, Florida, more particularly described on the attached Exhibit A (the "Property");

WHEREAS, as part of the Contract TPL has a right to lease the property pending resolution of litigation involving the Property (the "Lease"), and the TOWN desires to acquire TPL's interest in the Contract and the Lease;

WHEREAS, TPL has worked continuously with the TOWN to acquire funding to enable the TOWN to purchase the Property; and

WHEREAS, the TOWN Council has determined that it is in the best interests of the TOWN to acquire by assignment the Contract and Lease, copies of which are attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the matters recited herein, the covenants and payments set forth herein, and other consideration, the receipt and sufficiency of which are acknowledged by the TOWN and TPL, the parties agree as follows:

1. Simultaneously with the execution of this Agreement, the TOWN agrees:

- a) To accept and execute the assignment of Contract and Lease attached hereto as exhibits;
- b) To reimburse TPL for the deposit it has made pursuant to the Contract together with interest earned to date in the escrow account; and
- c) To make all future payments and perform all future actions required by the Contract and Lease.

2. Simultaneously with the execution of this Agreement, TPL agrees to execute the assignment of Contract and Lease attached hereto as exhibits.

3. TPL agrees to continue to work with and provide counsel and guidance to the TOWN in meeting the requirements for the Florida Communities Trust (FCT) grant to purchase the Property.

4. At the closing on the Contract, the TOWN shall pay to TPL the

sum of \$50,000.00 as an assignment fee and as compensation to TPL for its conservation and consulting services described above which include staff time, travel and all other expenses incurred by TPL up to the time of the assignment.

5. Upon complete execution of this Assignment Agreement and payment by the TOWN of the sums set forth herein and the receipt by TPL of the reimbursement of the deposit funds held in escrow, all rights, title and interest of TPL in and to the Contract and Lease shall automatically be assigned and transferred to the TOWN, which hereby assumes all obligations of TPL as Buyer and Tenant and agrees to fully perform the same, and to relieve TPL of any liability to Seller and Lessor thereunder.

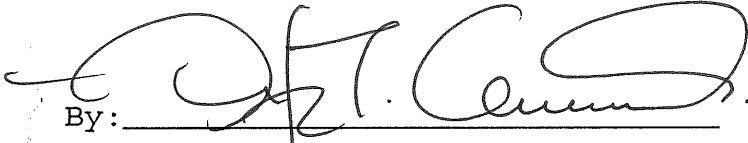
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE TRUST FOR PUBLIC LAND

By: _____
W. Dale Allen, Vice President

Date: _____

TOWN OF FORT MYERS BEACH, a Political
Subdivision of the State of Florida

By:  _____

Date: _____

EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section 29, Township 46 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the Southeasterly corner of Lot 47 of CASE'S SUBDIVISION; thence running Northeasterly along the Easterly boundary of Lot 47 of said subdivision to the Northeasterly corner of said Lot 47 to the Point of Beginning of the land herein excepted; thence running Northeasterly in a direct line along the Easterly boundary of said Lot 47 projected in a Northerly direction to a point intersecting the South line of Section 20, Township 46 South, Range 24 East; thence running West along the South line of said Section 20 to a point intersecting the Northeasterly corner of Lot 45 of CASE'S SUBDIVISION aforesaid; thence running Southwesterly along the Easterly boundary of said Lot 45 to the Northwesterly corner of Lot 47 of said subdivision; thence running Southeasterly along the Northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the Northwesterly side of Connecticut Street, run Northeasterly along said street for 461 feet; thence run Northwesterly perpendicular to said street for 100 feet; thence run Northeasterly parallel with said street for 100 feet; thence run Northwesterly perpendicular to said street for 315 feet; thence run Northeasterly parallel to said street for 400 feet, more or less, to the waters of Ostego Bay; thence run Northwesterly along said Bay to a point on the North line of said Section 29; thence run West along said section line to an intersection with a Northeasterly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run Southwesterly along said prolongation for 564.9 feet to the Northeasterly corner of said Lot 47; thence run Southeasterly along the Southwesterly line of said Lot 46 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most Easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run Northeasterly along a prolongation of the Southeasterly line of said Lot 6, along the Northwesterly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run Northwesterly, parallel with the Northeasterly line of said Lot 6 for 100.0 feet to the Southeasterly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run Southwesterly along the Southeasterly line of said waterway for 100.0 feet to the most Northerly corner of said Lot 6; thence run Southeasterly along said Northeasterly line of said lot for 100 feet to the Point of Beginning.

ASSIGNMENT OF CONTRACT AND LEASE

KNOW ALL MEN BY THESE PRESENTS,

(Whenever used herein the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.)

That THE TRUST FOR PUBLIC LAND, a California not for profit corporation, party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations to it in hand paid by the TOWN OF FORT MYERS BEACH, of the County of Lee, State of Florida, party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part a Contract For Sale and Purchase and a Lease Agreement both bearing date the _____ day of _____, 1998, between THE TRUST FOR PUBLIC LAND, as Buyer, and ELIZABETH C. MEYER, as Personal Representative of the ESTATE OF FLORENCE C. LONG, Deceased, as Seller, upon the following described piece or parcel of land situate and being in Lee County, State of Florida, to-wit:

(See attached legal description)

also known as 289 Connecticut Avenue, Fort Myers Beach, Florida.

A portion of the consideration of this assignment being that the party of the second part herein assumes all the obligations and agrees to pay all the payments described in said Contract and said Lease now due or to become due, and to perform all acts and obligations in said Contract and said Lease.

And upon the performance of all the terms and conditions and the completion of all payments as set forth in said Contract by the said party of the second part, the party of the first part does hereby authorize the said ELIZABETH C. MEYERS, Personal Representative of the ESTATE OF FLORENCE C. LONG, Deceased, to make, execute and deliver a good and sufficient deed to the property hereinabove described, in like manner as though the original contract had been made and executed by the said ELIZABETH C. MEYERS, Personal Representative of the ESTATE OF FLORENCE C. LONG, Deceased, with the said party of the second part, instead of with THE TRUST FOR PUBLIC LAND.

TO HAVE AND TO HOLD the same unto the said party of the second part forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal this _____ day of _____, 1998.

Signed, sealed and delivered
in the presence of:

Witness

THE TRUST FOR PUBLIC LAND

Witness

By: _____
W. Dale Allen, Vice President

A C C E P T A N C E

The foregoing Assignment of Contract and Lease is hereby accepted and all obligations therein are hereby assumed.

Signed, sealed and delivered
in the presence of:

Witness

TOWN OF FORT MYERS BEACH,
a Political Subdivision of
the State of Florida

Witness

By: _____
Name: _____
Title: _____

CONTRACT FOR SALE AND PURCHASE

Date Prepared: June 15, 1998

PARTIES: THE TRUST FOR PUBLIC LAND, a California not for profit corporation ("Buyer").
and ELIZABETH C. MEYER, as Personal Representative of Estate of Florence G. Long, Deceased ("Seller").
hereby agree that Seller shall sell and Buyer shall buy the following real property ("Real Property") and personal property ("Personally") (collectively, "Property") upon the
terms and conditions of this Contract For Sale And Purchase ("Contract"), which includes any Riders attached hereto.

1. DESCRIPTION OF PROPERTY:

A. TAX FOLIO #: 29-46-24-W2-00146-0010

B. LEGAL DESCRIPTION OF REAL PROPERTY: See attached legal description (the Property)

C. STREET ADDRESS: 289 Connecticut Avenue

City: Ft. Myers Beach, Florida

D. PERSONALITY: (Included in this sale are all fixtures including, but not limited to: antennae; fans; central and room A/Cs and heating units; all other electrical, plumbing, mechanical systems; and interior and exterior lighting fixtures, as presently attached to the Real Property.)

NO PERSONAL PROPERTY IS INCLUDED

2. PURCHASE PRICE AND METHOD OF PAYMENT:

A. PURCHASE PRICE \$1,000,000.00

B. DEPOSIT to be held in escrow by STEWART TITLE CO. ("Escrow Agent")

1. Initial Deposit \$1,000.00

2. Additional Deposit due within 60 days after Effective Date \$49,000.00

3. Total Deposit ("Deposit") \$50,000.00

C. FINANCING as a percentage of the purchase price (%); or dollar amount (\$) to be provided by (please check as applicable):

☐ 1. New third party conventional mortgage loan

a. ☐ first, or ☐ second mortgage

b. ☐ fixed rate, ☐ adjustable/variable rate

☐ fixed or adjustable/variable rate

c. Term: _____ years

☐ 2. New third party FHA or VA loan (see FHA/VA Rider)

☐ 3. Assumption of existing mortgage(s) (see Financing Rider)

☐ 4. Seller financing (see Financing Rider)

☐ 5. Other: _____

D. OTHER TERMS:

E. BALANCE TO CLOSE, in U.S. Dollars in cashier's checks issued by local financial institutions or in certified checks certified by local financial institutions, subject to adjustments and prorations.

~~F. FINANCING: If a portion of the Purchase Price is to be financed by a third party loan described in Paragraph 2.C.(1) or 2.C.(2) ("Loan"). Buyer shall obtain the Loan at Buyer's expense at the prevailing interest rate and loan costs. Buyer agrees: (a) to apply for the Loan within five (5) days after the Effective Date; (b) to use reasonable diligence to obtain the Loan; (c) thereafter, to meet the terms and conditions of the Loan commitment; and (d) to close the Loan. If Buyer fails to obtain a written commitment for the Loan within 45 days after the Effective Date, this Contract shall be automatically cancelled (unless Seller grants a written extension, which shall not exceed an additional 45 days), the Deposit shall forthwith be returned to Buyer, and Buyer and Seller shall be relieved, as to each other, of all obligations under this Contract.~~

4. ACCEPTANCE; FACSIMILE; EFFECTIVE DATE: If this offer is not executed by and delivered to all parties on or before July 1, 1998, the Deposit will, at Buyer's option, be returned to Buyer and this offer withdrawn. Facsimile copies of this Contract, signed and initialed in counterpart, shall be considered for all purposes, including delivery, as originals. The "Effective Date" of this Contract will be: (a) the date when the last one of the Buyer and Seller has signed this offer; or (b) if changes in this offer (after signature) have been made and initialed by the parties, the date when the last one of the Buyer and Seller has initialed those changes.

5. DATE AND PLACE OF CLOSING: This transaction shall close on see addendum, unless extended by other provisions of this Contract ("Closing"), at the office of Seller's attorney if said office is located in the county in which the Property is located. If a portion of the Purchase Price is to be derived from institutional financing, the requirements of the institution as to place, time of day, and procedures for Closing and for disbursement of mortgage proceeds shall control, anything in this Contract to the contrary notwithstanding. However, the institution shall not have the right to delay the Closing.

6. SPECIAL CLAUSES:

7. RIDERS: (Check applicable Riders which are attached to this Contract):

☐ 1. Association Rider

☐ 4. Financing Rider

☐ 7. Miscellaneous Clauses Rider

☐ 2. FHA/VA Rider

☐ 5. Interest Bearing Escrow Rider

☐ 8. Coastal Construction Control Line Rider

☒ 3. Latent Defect Rider

☒ 6. "As Is" Rider

☒ 9. Other see addendum

STANDARDS FOR REAL ESTATE TRANSACTIONS

8. EVIDENCE OF TITLE:

A. DEFINED: Evidence Of Title shall be defined as:

(1) AN EXISTING ABSTRACT OF TITLE, prepared by a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm), purporting to be an accurate synopsis of the instruments affecting the title to the Real Property recorded in the public records of the county wherein the Real Property is located, which shall commence with the earliest public records ("Abstract"); or

(2) IF AN EXISTING ABSTRACT OF TITLE IS NOT AVAILABLE, Seller shall provide an existing or prior owner's title insurance policy qualified for use as a title base for reliance on coverage on the Real Property at the Purchase Price ("Prior Policy") together with copies of all exceptions thereto and, at Seller's option, either: (a) an abstract continuation from the effective date of the Prior Policy; or (b) a computer title search printout and name search printout, from the effective date of the Prior Policy and certified to Buyer's closing agent, together with copies of all documents relied in the Prior Policy and in the computer search; or

(3) IF NEITHER AN EXISTING ABSTRACT NOR A PRIOR POLICY IS AVAILABLE, Seller shall provide, at Seller's option, either: (a) alternative title evidence acceptable to Buyer's closing agent; or (b) a standard title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owners' policy of title insurance in the amount of the Purchase Price, subject only to those title exceptions set forth in this Contract or which shall be discharged by Seller at or before Closing. If Seller provides a title insurance commitment, Seller shall pay the premium for the owner's title insurance policy.

B. CERTIFICATION, MARKETABILITY: Evidence Of Title shall be certified or brought current through a date not more than 30 days prior to Closing. Evidence Of Title shall show a marketable title of record in Seller, in accordance with current title standards adopted by the Florida Bar, subject only to those title exceptions permitted by this Contract or which shall be discharged by Seller at or before Closing. At Closing, Seller shall convey to Buyer a marketable title of record as described in this paragraph.

C. DELIVERY, EXAMINATION: Seller, at Seller's expense, shall deliver Evidence Of Title to Buyer at least 15 days prior to Closing and if Evidence Of Title is not received by Buyer as required, Buyer may delay the Closing so that Buyer shall have up to 15 days from date of receipt of Evidence Of Title to examine same. Buyer shall examine Evidence Of Title within 15 days after receipt thereof, and Buyer shall, within the same 15 day period, notify Seller in writing of any title defects. If any title defects render the title unmarketable, Seller shall use diligent effort to cure such defects (including the bringing of necessary lawsuits) within 90 days from receipt of such notice. If Seller shall fail to cure such defects within the 90 day period, Buyer shall have the option of: (1) accepting title as is; or (2) demanding a refund of the Deposit, in which case, the Deposit shall forthwith be returned to Buyer, and Buyer and Seller shall be relieved, as to each other, of all obligations under this Contract. Upon Closing, the Evidence Of Title shall become the property of Buyer.

9. RESTRICTIONS AND EASEMENTS; BUILDING AND ZONING: (A) Buyer shall take title subject to: (1) zoning restrictions imposed by governmental authority; (2) restrictions and matters appearing on the plat, or otherwise common to the subdivision; (3) taxes for year of Closing; (4) assumed mortgages and purchase money mortgages, if any; (5) restrictions, utility easements or other matters which do not render the title unmarketable or adversely affect the present use of the Property. (B) Seller warrants that, at the time of Closing, there shall be no violation of building or zoning codes. If the Property is in violation of such codes, Seller shall pay for the expenses required to bring the Property into compliance with such codes at time of Closing, subject to Subparagraph 12.E. below. This warranty shall not survive Closing.

10. SURVEY: Buyer, within the time allowed for delivery of Evidence Of Title and examination thereof, may have the Real Property surveyed at Buyer's expense. If the survey shows any encroachment on the Real Property or that the improvements presumed to be located on the Real Property in fact encroach on setback lines, easements, or lands of others, or violate any restriction, Contract covenant, or applicable governmental regulation, the same shall be treated as a title defect which renders title unmarketable.

11. INGRESS AND EGRESS: Seller covenants and warrants that there is no new construction. Within 15 days after the Effective Date, Buyer may, at Buyer's expense, obtain and furnish to Seller the written inspection reports described below. All reports, repairs and/or treatments described in Subparagraphs A and B below shall be performed by a person or firm holding an appropriate Florida license. All inspection reports described below, all reports, repairs and/or treatments described in Subparagraph C below shall be performed by a person or firm specializing in such matters and holding an occupational license (if required) for such work or by an appropriately licensed Florida contractor. Buyer may have repairs and treated items re-inspected prior to Closing. Should the Property suffer any damage as a result of any inspections performed at Buyer's request, Buyer shall be solely responsible for repair of any such damage and restoration of the Property. Seller shall provide access and utilities to the Property for all inspections.

A. TERMITES: (1) If the report discloses evidence of live termites, other wood-boring insect infestation, or wood destroying organisms (collectively, "infestation"), Seller shall be required to have said infestation chemically treated or repaired prior to Closing by a person or firm chosen by Seller, subject to Subparagraph E below. (2) If the report discloses evidence of prior infestation, then Seller shall have the affected area chemically treated or repaired prior to Closing by a person or firm chosen by Seller, subject to Subparagraph E below, unless Seller furnishes Buyer with a certificate of chemical treatment by a person or firm within five (5) years of the Effective Date and a current transferable guarantee. (3) If the report discloses damage from infestation, Seller shall pay for the cost of such repairs, subject to Subparagraph E. below.

B. ROOF: If the report discloses evidence of existing leaks, or damage to fascia, soffit, sheathing or rafters, Seller shall pay for the required repairs by a person or firm chosen by Seller, subject to Subparagraph E below.

C. OTHER INSPECTIONS: If the report discloses functional defects (as distinguished from aesthetic defects) with respect to air conditioning and heating systems, electrical systems, alarm systems, plumbing systems, septic tank, appliances, machinery, sprinkler systems, seawall, pool, structural, radon and environmental inspections, Seller shall pay for the required repairs by a person or firm chosen by Seller, subject to Subparagraph E below, to place such inspected items in working condition or free from contamination, as appropriate, prior to Closing.

D. SECOND INSPECTIONS: Within 5 days of Seller's receipt of Buyer's written inspection reports, Seller shall have the right, at Seller's expense, to obtain, and deliver to Buyer, a second written inspection report. In the event Buyer's and Seller's respective reports do not agree and the parties cannot mutually resolve their differences, then Buyer and Seller shall agree on a third inspector and obtain a third written report within 3 days, which report shall be binding upon the parties. The cost of a third inspector shall be borne equally between the Buyer and Seller.

E. LIMITATION: In no event shall Seller's total liability under Paragraph 9.(B) and Subparagraphs A, B, C and D above exceed four percent (4%) of the Purchase Price. If the total cost of all required expenses, treatment and repairs does exceed said percentage, Buyer may elect to pay such excess. Should Buyer elect not to pay the excess, Seller may pay the excess or cancel the Contract by delivery of written notice to Buyer or his agent, and the Deposit shall forthwith be returned to Buyer, and Buyer and Seller shall be relieved, as to each other, of all obligations under this Contract.

F. WALK-THROUGH: Within forty-eight (48) hours prior to Closing, Buyer shall be entitled to inspect the Property to ensure that all items included in the sale are on the Property, that all required repairs have been made, and that the Property has been maintained, including but not limited to the lawn, shrubbery and pool, if any, in the condition as contracted, ordinary wear and tear excepted.

G. WAIVER OF BUYER'S INSPECTION RIGHTS: Buyer's failure to provide written inspection reports in accordance with this paragraph shall be deemed a waiver of Buyer's inspection rights hereunder and the Property shall be accepted in "as is" condition. In such event, Seller shall not have further responsibilities as to repairs or treatments as described above.

SELLER: The Estate of Florence C. Long, Deceased

Date Signed by SELLER: _____

By:

Elizabeth C. Meyer, Personal Representative (Seal)

(Seal)

DAR C1-R3 (07/02)

"AS IS" RIDER
TO CONTRACT FOR SALE AND PURCHASE

This "As Is" Rider ("Rider") shall amend, modify, and be a part of that certain Contract for Sale and Purchase (Date Prepared: _____) by and between The Trust For Public Land, "Buyer," and Elizabeth C. Meyer as Personal Representative of Estate of Florence C. Long, Deceased, "Seller," to which this Rider is attached. Buyer and Seller hereby further agree as follows:

1. "AS IS": Buyer and Seller agree that the Property, including but not limited to the structure, the roof, and the Personality described in Paragraph 1.D. of the Contract, is being sold to, and accepted by, Buyer in "AS IS" condition as of the Effective Date.
2. **INSPECTIONS:**
 - A. Paragraph 12 of the Contract, and Paragraph 5.B. of the "Association Rider" (if applicable), are hereby deleted in their entirety.
 - B. Buyer shall have the right to inspect the Property and to have such inspections performed as Buyer shall desire for a period of sixty (60) days immediately following the Effective Date ("Inspection Period").
 - C. Any inspections of the roof or for termites or other wood destroying organisms shall be performed by a person or firm holding an appropriate Florida license. Any other inspections shall be performed by a person or firm specializing in such matters and holding an occupational license for such work (if required) or by an appropriately licensed Florida contractor.
 - D. All costs of such inspections shall be paid by Buyer.
 - E. Seller shall provide access and necessary utilities for such inspections.
 - F. If Buyer determines, in Buyer's sole discretion, that the results of any such inspections are not acceptable to Buyer, * Buyer may, at Buyer's option: (1) elect to cancel this Contract by providing Seller with notice of such election (along with copies of such inspection reports) within the Inspection Period, in which case the Deposit shall be forthwith returned to Buyer, and Buyer and Seller shall be relieved, as to each other, of all obligations under this Contract; or (2) elect to accept the Property in its "AS IS" condition and proceed to Closing.
 - G. If Seller has not received written notice of Buyer's election to cancel the Contract within the Inspection Period, Buyer shall be deemed to have waived the inspection and cancellation rights granted by this Paragraph 2.
 - H. Notice shall be deemed received by Seller if received at the address set forth in Paragraph 34 of the Contract.
3. **LENDER REQUIRED INSPECTIONS:** If Buyer's lender requires inspections of the Property, Seller shall provide access and necessary utilities for such inspections. The cost of such inspections and any required repairs shall be the sole responsibility of Buyer.
4. **DAMAGE:** Should the Property suffer any damage as a result of any inspections performed at Buyer's or Buyer's lender's request, Buyer shall be solely responsible for repair of any damage and/or restoration of the Property.
5. **WALKTHROUGH:** Within 48 hours prior to Closing, Buyer shall be entitled to inspect the Property to ensure that all items included in the sale are on the premises and that the Property as been maintained, including but not limited to the lawn, shrubbery and pool, if any, in the condition as of the Effective Date, ordinary wear and tear excepted.

*or for any reason Buyer decides in its sole discretion not to proceed with this transaction,

*This Form has been approved by and Copyright© 1992 by the following Dade County Associations of REALTORS®: Coral Gables Association of REALTORS®, Hialeah-Miami Springs Association of REALTORS®, Homestead-South Dade Board of REALTORS®, Kendall-Perrine Association of REALTORS®, Miami Beach Association of REALTORS®, and REALTOR® Association of Miami. Approval of this form by these organizations does not constitute an opinion that any of the terms and conditions in this Rider should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated between the parties based upon the respective interests, objectives, and bargaining positions of all interested parties.

BUYER:

Date Signed by BUYER: _____

THE TRUST FOR PUBLIC LAND

By: _____

(Seal)

(Seal)

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE
BETWEEN THE TRUST FOR PUBLIC LAND (BUYER)

AND

ELIZABETH C. MEYER, PERSONAL REPRESENTATIVE OF ESTATE OF
FLORENCE C. LONG, DECEASED (SELLER)

1. BACKGROUND AND INTENT OF PARTIES: BUYER is a national non-profit conservation organization and is interested in protection of the Property for historical, archaeological (the Property may contain human artifacts and remains) and public benefit purposes. It is understood that it is BUYER'S desire to sell the Property to the Town of Fort Myers Beach (the "TOWN") for the public use and benefit.

2. LEASE PENDING RESOLUTION OF LITIGATION: The parties acknowledge that SELLER is involved in pending litigation with Gerald A. Thomas (the "Thomas litigation") which litigation must be resolved in favor of SELLER to enable SELLER to convey good and marketable title. Nevertheless, BUYER would like to proceed with obtaining possession of the property for use by the TOWN at the conclusion of the Inspection Period. Therefore, simultaneously with the execution of this Contract, the parties will enter into the Lease Agreement (the "Lease") attached hereto and incorporated herein as Exhibit B. It is understood that BUYER intends to assign the Lease to the TOWN prior to its commencement, and upon notification of said assignment, SELLER will look solely to the TOWN for performance under the terms and conditions of said Lease. A default either herein or in the Lease shall constitute a default in both this Contract and the Lease.

SELLER agrees to aggressively and diligently proceed with the Thomas litigation and will keep BUYER informed at least monthly of the status of the litigation. In the event a judgment is issued by the court against SELLER or requiring possession to be other than as provided for herein and in the Lease, SELLER agrees to seek re-hearing and to appeal same if there are grounds for re-hearing or appeal. In the event said order is affirmed on appeal or there are no grounds for re-hearing or appeal, SELLER shall instruct Escrow Agent to return the deposit to BUYER and BUYER or the TOWN as its assignee shall return possession whereupon this Contract and the Lease shall become null and void and the parties relieved of any further obligation hereunder.

3. CLOSING: This transaction shall close 60 days after the first to occur of (i) the resolution of the Thomas litigation in a manner which would provide the BUYER with insured title to the property without any exception for the Thomas litigation or matters connected therewith or appeals therefrom; and (ii) notification to SELLER by the BUYER that it wishes to close the transaction.

In the event that the Thomas litigation is not resolved as described above within two years from the Effective Date of this Contract, BUYER may either (i) terminate this Contract and the Lease and receive a return of the Deposit together with accrued interest thereon; or (ii) extend this Contract and the Lease for a period of one additional year under the same terms and conditions. In the event BUYER does not notify SELLER of termination in writing, it shall be conclusively presumed that the BUYER elected to extend this Contract and the Lease for a period of one additional year.

4. DEPOSIT: The Escrow Agent shall place the deposit in an interest bearing account with the interest to be paid or credited to BUYER at closing unless there is a default by BUYER herein or under the terms of the Lease in which case, the Deposit together with interest shall be paid to SELLER as liquidated damages as provided in Paragraph 26 of the Contract. In the event BUYER terminates the Contract and Lease as permitted herein, the Deposit and interest shall be paid to BUYER.

LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1998, between the ESTATE OF FLORENCE C. LONG, DECEASED (hereinafter collectively called "Lessor" or "Landlord"), and THE TRUST FOR PUBLIC LAND (hereinafter called the "Lessee" or "Tenant").

RECITALS

1. Lessor is the sole owner of the premises described below and desires to lease said premises to Lessee for public use as a historical and archaeological interpretive center and other public purposes. The parties have simultaneously entered into a Contract for Sale and Purchase of the property described on Exhibit A hereto which Contract is hereby incorporated herein by reference (the "Contract"). A default in the Contract or this Lease shall constitute a default in both the Contract and this Lease.

2. The parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

3. The parties hereto have the authority to enter into this Lease Agreement.

In consideration of the mutual covenants contained herein, the parties agree to the above recitals and as follows:

SECTION ONE

DESCRIPTION OF PREMISES

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the following described property (sometimes hereinafter referred to as the "Leased Premises" or "Demised Premises" or the "Property"), to wit:

See Exhibit A

also known as 289 Connecticut Avenue, Fort Myers Beach, Florida.

SECTION TWO

TERM

Lessor demises the above premises for a term of twenty-four (24) months commencing on _____, and terminating twenty-four (24) months thereafter, on the terms and conditions as set forth herein.

SECTION THREE

RENT

Lessee hereby covenants and agrees to pay Lessor, together with any and all sales and use taxes levied upon the use and/or occupancy of the leased premises, an Annual Rent (exclusive of sales and/or use tax) of Eighteen Thousand and 00/100 (\$18,000.00) in equal monthly installments payable in advance on the _____ day of each and every month of the term, the sum of One Thousand Five Hundred and 00/100 (\$1,500.00). Lessee shall also pay at the same times and places as the rent installments, such Florida State Sales Tax and such other applicable taxes, other than income taxes and taxes of a similar nature, due on rentals, either city, state, county and Federal as may be in effect from time to time. Rent

shall be paid to Lessor at the following address: c/o _____.

SECTION FOUR

SECURITY DEPOSIT

The Deposit under the Contract for Sale and Purchase between the parties hereto will likewise serve as security deposit for the above mentioned leased premises and is due and payable upon execution of this lease. After written notice to Lessee and a reasonable opportunity to cure a non-monetary default, said deposit may be used by Lessor to cure any default hereunder including repair of damage to the premises, normal wear and tear excepted, otherwise the deposit or the balance of the deposit will be paid or credited as provided in the Contract For Sale and Purchase.

SECTION FIVE

USE AND POSSESSION

The Lessee covenants that the leased premises are to be used for the public purposes set forth in the Recitals above.

SECTION SIX

SURRENDER OF PREMISES

At the expiration of the lease term, Lessee shall surrender the demised premises in the same condition as they were received, reasonable wear and tear excepted, and shall surrender all keys to Lessor. Upon expiration of the lease term, Lessee shall repair any damage to the demised premises caused by Lessee's vacating the premises and shall leave the premises in a broom clean condition on or before the last day of the lease term.

SECTION SEVEN

RIGHT OF ENTRY

Upon giving Lessee twenty-four (24) hours notice, written or oral, Lessor or its agent shall have the right to enter the demised premises at all reasonable times to examine the same.

SECTION EIGHT

ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Lessee shall not make or cause to be made any alterations, additions or improvements to the leased premises or any part thereof without the written consent of Lessor which consent shall not be unreasonably withheld. In the event Lessor consents to the proposed alterations, additions or improvements, the same shall be at Lessee's sole cost and expense. Lessee shall hold Lessor harmless for any claims, damages or expense relating to or arising therefrom. If required by Lessor, such alterations shall be removed by Lessee at the termination of the term of this lease or sooner, and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense.

SECTION NINE

WAIVER OF CLAIMS

Lessee agrees that Lessor, its agents, employees and servants shall not be liable for and Lessee hereby expressly waives all claims against Lessor, its agents, employees and servants for injury to person or damage to property sustained by Lessee or any other person occurring in or about the leased premises, other than

SECTION FOURTEEN

SALES AND USE TAX

Lessee shall pay on or before the last date when payment may be made without penalty or interest, all sales and use taxes and all other taxes, assessments or governmental charges that may be imposed on or arise in connection with the use or occupation of the demised premises or any portion thereof.

SECTION FIFTEEN

DEFAULT OR BREACH BY LESSEE

Each of the following events shall constitute a default or breach of this lease by Lessee;

a) If Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution of appointment of a receiver or Trustee.

c) If Lessee shall fail to pay Lessor any rent when the rent shall become due and shall not make the payment within three (3) days after written notice thereof by Lessor to Lessee.

d) If Lessee shall fail to perform or comply with any of the conditions of this Lease other than payments of sums due and if the non-performance shall continue for a period of ten (10) days after written notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the ten (10) day period, Lessee shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to completion or performance.

e) If Lessee shall vacate or abandon the demised premises, unless Lessee continues to be current in its obligations under this Lease.

f) Lessee shall not have authority to incur a lien against Lessor's property. If the Lessee shall cause any lien, claim, or encumbrance to be placed against the subject property, which is not released or discharged by the Lessee within thirty (30) days thereof or the Lessee shall not in good faith commence a proceeding to contest such lien, claim or encumbrance within thirty (30) days.

DEFAULT OR BREACH BY LESSOR

In the event Lessor fails to perform its obligations hereunder and such continues for ten (10) days after receipt of written notice of such default by Lessee to Lessor, Lessee shall have all remedies available to it in law or in equity; provided, however, if the default is one which cannot reasonably be cured in ten (10) days, Lessee shall commence curing same within said ten (10) day period and continue to cure said default within a reasonable time.

SECTION SIXTEEN

EFFECT OF DEFAULT

Failure of the Lessee to comply with the terms of this Lease shall, at the option of the Lessor, work a forfeiture of this Lease and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys shall, in addition to all other

Notice to the Lessee shall be furnished at the following address:

Don Morrow
The Trust For Public Land
306 N. Monroe Street
Tallahassee, Florida 32301-3133

With a copy to:

Harvey A. Abrams, Esquire
Regional Counsel
The Trust For Public Land
306 N. Monroe Street
Tallahassee, Florida 32301-3133

SECTION TWENTY

SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to Lessor.

SECTION TWENTY-ONE

ATTORNEY'S FEES AND EXPENSES

The parties agree that in the event of litigation arising out of this Lease after execution hereof, the prevailing party shall be entitled to recover all reasonable attorneys fees and expenses necessitated thereby.

SECTION TWENTY-TWO

SUBLETTING OR ASSIGNMENT

Lessee may not sell, assign and/or transfer this Lease and/or license or sublet all or any portion of the demised premises to any person, firm or corporation **except for the Town of Fort Myers Beach** without Lessors' prior written consent which shall not be unreasonably withheld or delayed. Assignment of this Lease and acceptance of the terms and conditions hereof by the Town of Fort Myers Beach shall relieve The Trust For Public Land of any further obligations hereunder.

SECTION TWENTY-THREE

QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on the Lessee.

SECTION TWENTY-FOUR

APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the state of Florida.

SECTION TWENTY-FIVE

WAIVER

The failure of the Lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege

EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section 29, Township 46 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the Southeasterly corner of Lot 47 of CASE'S SUBDIVISION; thence running Northeasterly along the Easterly boundary of Lot 47 of said subdivision to the Northeasterly corner of said Lot 47 to the Point of Beginning of the land herein excepted; thence running Northeasterly in a direct line along the Easterly boundary of said Lot 47 projected in a Northerly direction to a point intersecting the South line of Section 20, Township 46 South, Range 24 East; thence running West along the South line of said Section 20 to a point intersecting the Northeasterly corner of Lot 45 of CASE'S SUBDIVISION aforesaid; thence running Southwesterly along the Easterly boundary of said Lot 45 to the Northwesterly corner of Lot 47 of said subdivision; thence running Southeasterly along the Northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the Northwesterly side of Connecticut Street, run Northeasterly along said street for 461 feet; thence run Northwesterly perpendicular to said street for 100 feet; thence run Northeasterly parallel with said street for 100 feet; thence run Northwesterly perpendicular to said street for 315 feet; thence run Northeasterly parallel to said street for 400 feet, more or less, to the waters of Ostego Bay; thence run Northwesterly along said Bay to a point on the North line of said Section 29; thence run West along said section line to an intersection with a Northeasterly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run Southwesterly along said prolongation for 564.9 feet to the Northeasterly corner of said Lot 47; thence run Southeasterly along the Southwesterly line of said Lot 46 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most Easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run Northeasterly along a prolongation of the Southeasterly line of said Lot 6, along the Northwesterly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run Northwesterly, parallel with the Northeasterly line of said Lot 6 for 100.0 feet to the Southeasterly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run Southwesterly along the Southeasterly line of said waterway for 100.0 feet to the most Northerly corner of said Lot 6; thence run Southeasterly along said Northeasterly line of said lot for 100 feet to the Point of Beginning.